

## **JUNE 7, 2005 AGENDA REPORTS**

### **Agenda Item No. 5**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0505

TO: Mayor and City Council Members

SUBJECT: Petitions for Sanitary Sewer and Water Distribution System improvements for Fox Ridge Addition (north of 29th St. North, west of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petitions.

Background: The Petitions have been signed by one owner, representing 100% of the improvement districts.

Analysis: These projects will provide sanitary sewer and water service to a new residential development located north of 29th St. North, west of Tyler.

Financial Considerations: The Petitions total \$300,000. The funding source is special assessments.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petitions and adopt the Resolutions.

### **Agenda Item No. 9a**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report 05-0506

TO: Mayor and City Council

SUBJECT: Renewal of Food Service Establishment Inspection Contract  
with Kansas Department of Health and Environment

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Approve renewal of the contract with the Kansas Department of Health and Environment (KDHE) for food service establishment inspections.

Background: The Environmental Health Department has conducted inspections of food service establishments within Sedgwick County on behalf of the KDHE for over twenty-five years. Local staff enforces state regulations and utilizes state enforcement mechanisms as appropriate. KDHE remits eighty percent of license revenue (as established by Kansas statute) to the City, and provides enforcement assistance and training for local staff. KDHE has proposed renewal of this contract for state fiscal year 2006 (July 1, 2005 through June 30, 2006.)

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets.

Financial Considerations: Staff estimates the value of the contract at approximately \$328,000 annually, representing the major funding source for local food protection activities. A similar contract with the Kansas Department of Agriculture for inspections of food service establishments located in retail food stores is projected to yield approximately \$32,000, and \$35,000 is projected from the sale of City grocery and food processor licenses.

Legal Considerations: The Department of Law has reviewed the contract, and approved it as to form.

Recommendations/Actions: It is recommended that the Council approve the contract with the Kansas Department of Health and Environment, and authorize the appropriate signatures.

### **Agenda Item No. 9b**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0508

TO: Mayor and City Council Members

SUBJECT: Supplemental Agreement for Waterline along MacArthur from West  
Street to Hoover (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Supplemental Agreement.

Background: On April 20, 1999, the City entered into an Agreement with Poe & Associates, Inc. for designing a 16" water line along MacArthur from West Street to Hoover for a design fee of \$13,200.

Analysis: The limits of the project have been revised. The water main will not cross the Big Ditch at MacArthur. Rather, the water main will be extended as a localized supply line to serve newly developing plats in the area and existing developed property. Poe has been asked to update and revise the plans for the project. Revisions shall include downsizing the diameter of the proposed water main from 16" to 12", updating topography shown on the plans that may have changed, and revising all corresponding notes on the plans. The proposed Supplemental Agreement provides for the revisions to the plans.

Financial Considerations: Payment to Poe will be on a lump sum basis of \$2,200, and will be paid by Revenue Bonds.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

#### SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED APRIL 20, 1999

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES OF KANSAS, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated April 20, 1999) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements for a 16" WATER LINE IN MACARTHUR, WEST STREET TO HOOVER (Project No. 448 89373, OCA No. 633703).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

- Revise the water main from 16" to 12" in diameter and all corresponding notes.
- Revise the profile with the proposed Main 22 Sewer shown.
- Check for any new utilities surveyed with the Main 22 Sewer project.
- Revise the project alignment to end at the west end of Blue Lake Addition and add necessary appurtenances for flushing the line.
- Revise the quantities for the preliminary estimate.
- Replot mylar originals.
- Add Traffic Control Sheets (Not in Original Design).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount specified below:

448 89373                      \$2,200.00

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by May 31, 2005;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

POE & ASSOCIATES OF KANSAS, INC.

\_\_\_\_\_  
(Name and Title)

ATTEST:

**Agenda Item No. 10a**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0509

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Falcon Falls Addition (south of 53rd Street North, west of Hillside) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving improvements in Falcon Falls Addition on February 4, 2003.

Analysis: The proposed Agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of paving in Falcon Falls Addition. Per Administrative Regulation 7a, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$21,000, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

## AGREEMENT

for

## PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

## FALCON FALLS ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

PEREGRINE from the south line of said Addition to the north line of Lot 1, Block 7, on KITE and BLACKHAWK from the south line of Lot 12, Block 3, to the west line of Lot 1, Block 3 and on KITE CIRCLE adjacent to Lots 15 through 18, Block 1 and Lots 1 and 2, Block 4. SIDEWALK along one side of Peregrine, on one side of Kite and on one side of Blackhawk. A temporary cul-de-sac to be installed at the south end of Peregrine (south of 53rd Street North, west of Hillside) (Project No. 472 83689).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The ENGINEER shall furnish professional services as required for designing improvements in Falcon Falls Addition and to perform the PROJECT tasks outlined in Exhibit A.

**II. IN ADDITION, THE ENGINEER AGREES**

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the



person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 83689                      \$21,000.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carlos Mayans, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_  
"EXHIBIT "A

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22" x 36" mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

**A. PHASE I - PLAN DEVELOPMENT**

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. **Soils and Foundation Investigations.** The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. **Prepare engineering plans, plan quantities and supplemental specifications as required.** Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. **Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions.** ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. **Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility.** ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the paving improvements by June 27, 2005.  
(Project No. 472 83689).

### **Agenda Item No. 10b**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0510

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Avalon Park Addition (north of 37th Street North, east of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Avalon Park Addition on September 9, 2003.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and paving in Avalon Park Addition. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$50,000, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

AVALON PARK ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 89868 serving Lots 42 through 52, Block 1, Avalon Park Addition (north of 37th Street North, east of Tyler) (Project No. 448 89868).

WATER DISTRIBUTION SYSTEM NO. 448 89869 serving Lot 13, Block 2; Lots 1 through 6, Block 3; Lots 21 through 27, Block 4, Avalon Park Addition (north of 37th Street North, east of Tyler) (Project No. 448 89868).

WATER DISTRIBUTION SYSTEM NO. 448 89870 serving Lots 7 through 18, Block 3; Lots 12 through 20, Block 4, Avalon Park Addition (north of 37th Street North, east of Tyler) (Project No. 448 89870).

LATERAL 10, MAIN 19, SOUTHWEST INTERCEPTOR SEWER serving Lots 46 through 52, Block 1, Avalon Park Addition (north of 37th Street North, east of Tyler) (Project No. 468 83690).

LATERAL 11, MAIN 19, SOUTHWEST INTERCEPTOR SEWER serving Lot 13, Block 2; Lots 1 through 6, Block 3; Lots 21 through 25, Block 4, Avalon Park Addition (north of 37th Street North, east of Tyler) (Project No. 468 83691).

LATERAL 12, MAIN 19, SOUTHWEST INTERCEPTOR SEWER serving Lots 7 through 18, Block 3; Lots 13 through 20, Block 4, Avalon Park Addition (north of 37th Street North, east of Tyler) (Project No. 468 83692).

PALMETTO CIRCLE from the west line of Lake Ridge and including the cul-de-sac (north of 37th Street North, east of Tyler) (Project No. 472 83837).

PALMETTO from the south line of Lot 27, Block 4, to the north line of Lot 6, Block 3, and HAVENHURST from the east line of Palmetto to the east line of Lot 1, Block 3. SIDEWALK to be installed along the east line of Palmetto (north of 37th Street North, east of Tyler) (Project No. 472 83838).

PALMETTO from the east line of Lake Ridge to the north line of Lot 3, Block 3. SIDEWALK to be installed along the west line of Cranbrook (north of 37th Street North, east of Tyler) (Project No. 472 83839).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Avalon Park Addition and to perform the PROJECT tasks outlined in Exhibit A.

#### II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible

or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than: Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

#### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 89868	\$ 1,500.00
Project No. 448 89869	\$ 4,500.00
Project No. 448 89870	\$ 2,400.00
Project No. 468 83690	\$ 3,100.00
Project No. 468 83691	\$ 4,500.00
Project No. 468 83692	\$ 11,500.00
Project No. 472 83837	\$ 4,500.00
Project No. 475 83838	\$ 10,000.00
Project No. 472 83839	\$ 8,000.00
TOTAL	\$ 50,000.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

#### V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of



the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carlos Mayans, City Mayor

SEAL:

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

---

(Name & Title)

ATTEST:

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“EXHIBIT “A

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

### A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 78, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 ½”), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of

the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.

9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.

a. Plan Development for the water improvements by May 16, 2005.  
(Project No. 448 89868).

b. Plan Development for the water improvements by May 16, 2005.  
(Project No. 448 89869).

c. Plan Development for the water improvements by May 16, 2005.  
(Project No. 448 89870).

d. Plan Development for the sewer improvements by May 16, 2005.  
(Project No. 468 83690).

e. Plan Development for the sewer improvements by May 16, 2005.  
(Project No. 468 83691).

f. Plan Development for the sewer improvements by May 16, 2005.  
(Project No. 468 83692).

g. Plan Development for the paving improvements by May 16, 2005.  
(Project No. 472 83837).

h. Plan Development for the paving improvements by May 16, 2005.  
(Project No. 472 83838).

i. Plan Development for the paving improvements by May 16, 2005.  
(Project No. 472 83839).

### **Agenda Item No. 10c**

City of Wichita

City Council Meeting  
June 7, 2005

Agenda Report No. 05-0511

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for Oak Creek Addition (south of 21st,  
west of Greenwich) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the water distribution system, sanitary sewer and paving improvements in Oak Creek Addition on May 3, 2005.

Analysis: The proposed Agreement between the City and Professional Engineering Consultants, P.A. (PEC) provides for the design of bond financed improvements consisting of water distribution system, sanitary sewer and paving in Oak Creek Addition. Per Administrative Regulation 7a, staff recommends that PEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to PEC will be on a lump sum basis of \$152,000, and will be paid by special assessments.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

#### AGREEMENT

for

#### PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

OAK CREEK ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 448 90067 serving Lot 1, Block 1; Lots 1 through 6, Block 2; Lots 3 through 9, Block 3; Lots 1 and 2, Block 4, Oak Creek Addition (south of 21st, west of Greenwich) (Project No. 448 90067).

LATERAL 1, MAIN 16, FOUR MILE CREEK SEWER serving Lot 1, Block 1; Lots 1 through 5, and 8, Block 2; Lots 3 through 9, Block 3, Lot 1, Block 4, Oak Creek Addition (south of 21st, west of Greenwich) (Project No. 468 83984).

ACCEL/DECEL LANE ON THE NORTH SIDE OF 21ST STREET NORTH from the west property line of Lot 3, Block 2, to Greenwich Road (south of 21st, west of Greenwich) (Project No. 472 84206).

OAK CREEK PARKWAY from 21st Street North to Greenwich Road and on CHATEAU PARKWAY from 21st Street North to a point 80.00 feet south of Lot 4, Block 2, Oak Creek Addition (south of 21st, west of Greenwich) (Project No. 472 84209).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Oak Creek Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of

ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be

given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90067	\$ 13,800.00
Project No. 468 83984	\$ 22,500.00
Project No. 472 84206	\$ 8,000.00
Project No. 472 84209	\$108,000.00
TOTAL	\$152,300.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this agreement.

3. Construction staking, material testing, inspection and administration related to the PROJECT.

4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work, or because the services of the ENGINEER are unsatisfactory; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the ENGINEER'S actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carlos Mayans, City Mayor

SEAL:



ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

---

(Name & Title)

ATTEST:

---

“EXHIBIT “A

#### SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared in ink on standard 22” x 36” mylar sheets.

In connection with the services to be provided, the ENGINEER shall:

#### A. PHASE I - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Soils and Foundation Investigations. The CITY’S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.

3. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
4. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT's plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 78, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be provided to the CITY via floppy diskettes (3 1/2"), CD-ROM, or other media acceptable to the City Engineer. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
5. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the monumentation of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
6. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
7. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.
8. All applicable coordinate control points and related project staking information shall be furnished on a 3-1/2" diskette in a format agreed upon by the CITY. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
9. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by May 30, 2005.  
(Project No. 448 90067).
  - b. Plan Development for the sewer improvements by May 30, 2005.  
(Project No. 468 83984).
  - c. Plan Development for the paving improvements by May 30, 2005.  
(Project No. 472 84206).
  - d. Plan Development for the paving improvements by May 30, 2005.  
(Project No. 472 84209).

### **Agenda Item No. 11**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0512

TO: Mayor and City Council Members

SUBJECT: Sewage Treatment Plant Modifications – Change Order

INITIATED BY: Water and Sewer Department

AGENDA: Consent

Recommendation: Approve Change Order No. 1 with Utility Contractors, Incorporated.

Background: The City awarded Utility Contractors, Incorporated (UCI) a Contract in the amount of \$3,744,000 for the construction of new structures, and rehabilitation of old structures and equipment at Sewage Treatment Plants 1 and 2. The work included additional odor control and new electrical components for Plant 1, and additional primary solids handling for Plant 2.

Analysis: Change Order No. 1 is a combination of ten (10) proposed contract modifications (PCMs). All of the PCMs reflect either a reduction in cost, or added value to the City. The majority of the Change Order is related to replacing a section of a 60-inch pipeline that is fifty years old. A summary of the proposed modifications is attached.

Financial Considerations: Modifications to the Contract include additions of \$413,734 with deductions of \$34,471 for a net increase of \$379,263. Funding is available in CIP S-523, Plant 1 Improvements.

Legal Considerations: Law has reviewed the Change Order and approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

#### Attachment A

PCM # 1 – Additive \$6,228 – Support for 8” sludge line. This line was not indicated on the original plans and required additional time and materials to support it so it could be left in service and work could proceed.

PCM # 2 – Additive \$35,023 – Modification of Boeing landfill junction box structures. These modifications were required to demolish and modify existing structures in order to work around irregularly shaped obstructions not indicated on old construction drawings.

PCM # 3 – Additive \$3,927 – Remove and Reroute Ductbank at Plant # 2 Junction Box #1. The existing electrical ductbank posed an obstruction for the construction of junction box # 1. This ductbank was not indicated on the construction plans.

PCM # 5 – Additive \$3,303 – Lower 6” sludge line for new pipeline construction. The 6” sludge line was in conflict with a new 60” pipe that was to be constructed on the plant 2 property. This conflicting 6” pipe was not indicated on plan sheets for the construction of the new 60” line.

PCM # 6 – Additive \$6,974 – 72” RCP Pipe Conflict. The new line conflicted with an existing 72” pipe. Additional materials and time were required to deflect the new pipe around the existing pipe. The 72” pipe elevations were incorrect on the plan sheets and posed an unexpected conflict for the pipe construction.

PCM # 7 – Additive \$6,805 – Core drill existing 60” pipeline. This work was performed as an investigation of the condition of the existing 60” transmission pipeline connecting plants #1 and #2. This investigation was necessary because of a failure to this line that occurred when excavating the pipe for the construction of a new junction box. This investigation was performed along the entire 3 miles of pipeline to determine if the line would be able to handle the pressures created after construction.

PCM # 12 – Additive \$334,984 – Extension of 60” pipeline on plant #1 site. Due to the failure of a section of 50-year-old 66” pipeline, which is to be used for the transmission of raw sewage from plant #1 to plant #2, additional pipe will have to be constructed. It has been determined that 708 additional feet of 60” pipe will have to be laid in order to connect to a section of pipe that is structurally sound enough to support the tie in. This cost represents the additional materials and construction time required to complete the work.

PCM # 13 – Additive \$1,890 - Intermediate clarifier # 2 junction box undermining. Plan sheets did not indicate that a footing on an existing tank was obstructing the construction area for the new junction box. Extra time and materials were required in the construction of this structure.

PCM # 17 – Deductive \$31,353 – Delete IMUX # 3. It has been determined that the addition of these components are not necessary to operate the system. These additions were suggested to provide remote control of valves, which are easily preset in the required operating position and vary little in how they are used. This additional cost did not justify the benefit.

PCM # 18 – Deductive \$600 – PVC Waterstop in lieu of stainless steel waterstop. Alternative acceptable material was used for the construction of new structures. Savings received in the cost of the material.

PCM # 22 – Additive \$14,600 – Extraneous flow basin electrical modifications. Electrical equipment at the extraneous flow basins located at plant # 1 are beginning to age and need to be updated. This upgrade will allow the installation of new electrical feed equipment separating gates that have previously been fed using one breaker. This work is being added to provide more reliable operation of equipment that is most often needed in wet weather emergencies.

PCM # 23 – Deductive \$2,518 – Delete masonry wall demolition. The subject walls were originally scheduled to be demolished to facilitate the removal of equipment housed in this room. A different type of equipment is being used in this application and will be able to be removed within the existing confines. The removal of this wall is no longer necessary.

### **Agenda Item No. 12a**

CITY OF WICHITA  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0513

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Sanitary Sewer Easement to Serve the 100 Block of South Byron (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The City Council adopted a Resolution on August 6, 2004 declaring it in the public interest to construct a sanitary sewer lateral to serve 120, 150 and 200 South Byron. The project will be funded through special assessments. A 20-foot wide easement is required across 120 South Byron to construct this lateral.

Analysis: The easements contain approximately 2,570 square feet and will not affect any improvements. The owner has agreed to grant the easement for a negotiated amount of \$3,000.

Financial Considerations: The budget of \$3,000 is requested. The acquisition will be funded from assessments to the assessment district.

Legal Considerations: The Law Department has approved the easements as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Easement; and 3) Authorize all necessary signatures.

### **Agenda Item No. 12b**

CITY OF WICHITA  
City Council Meeting

June 7, 2005

Agenda Report No. 05-0514

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land and Easements for the North Area Sewer  
Sanitary Line Near Meridian and 53rd Street North (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition and easements.

Background: On October 21, 2003, the City Council approved the construction, extension of a vacuum sanitary sewer line and pump lift station to provide service to newly developing areas in north Wichita. This project requires the acquisition of utility easements on 10 tracts of land for permanent easements and a lift pump station, utility easements to the facility and temporary construction easements on property owned by multiple landowners.

Analysis: The forth tract of ten is owned by Vineyard Christian Fellowship. This tract consists of 25.14 acres or also known 1,095,098 square feet. The permanent utility easement encompasses 52,095 square feet along the southern property line and western portion of the their property. The temporary construction easement will impact 87,784 square feet only during construction. The property owner has agreed to provide the necessary easements to the City for \$7,100. \$5,100 for the easements plus an additional \$2,000 for damages to crops and trees. The land transaction equates to \$.09 per square foot for the permanent easement.

Financial Considerations: A budget of \$7,600 is requested. This includes \$7,100 for the acquisition and \$500 for title work, closing costs, etc. The funding source is the sewer utility.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract, Utility Easements and Temporary Easement; and 3) Authorize the Mayor to sign the necessary documents.

### **Agenda Item No. 12c**

CITY OF WICHITA  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0515

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 1242 North Market as a portion of the Abandoned Union Pacific Rail Corridor for the Midtown Greenway (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 1999, the Union Pacific Railroad abandoned the rail corridor that runs from Central Ave. and Wichita Street to 15th Street and Broadway. Through this abandonment, rights to the corridor reverted to the adjacent property owners on both sides. The city has reviewed the former Corridor and decided that it could be utilized to develop a greenway/lineal park connecting Horace Mann, Irving and Park Schools and the bicycle path on Central. In April 2002, the City Council approved \$74,000 in CDBG funding to acquire portions of the abandoned Union Pacific corridor from Central to 15th St. from the adjacent owners.

Analysis: In order to provide a safe crossing at 13th Street, the project requires the acquisition of a strip along the north side of the property at 1242 North Market. The strip contains 1,190 square feet. The project will also require that the access drive from 13th Street be moved west, the property sign be moved and several parking places be removed. The owner has agreed to accept \$13,255.60 as compensation for the required land and the described site changes.

Financial Considerations: A budget of \$14,255 is requested for the acquisition. This includes \$13,225 for the acquisition and \$1,000 for closing costs. The funding source is previously approved CDBG funds.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the budget, 2) Approve the real estate purchase contract and 3) Authorize necessary signatures.

### **Agenda Item No. 13**

CITY OF WICHITA  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0516

TO: Mayor and City Council Members

SUBJECT: Assignment of Lease of Antenna Site on McLean Manor (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the assignment.

Background: In September 1999, the City Council approved a lease with AT&T Wireless PCS allowing the placement of a wireless antenna array on the roof of McLean Manor at 2627 West 9th Street North. McLean Manor is an eight-story apartment building operated by the Wichita Housing Authority. The original lease term was ten years with annual rent of \$10,000 per year for the first three years, \$12,000 per year for years four and five and \$13,800 per year for the remainder of the term. Last year, AT&T Wireless PCS became Cingular Wireless PCS, LLC. Cingular has requested that they be allowed to transfer their rights and obligations under the lease to ALLTEL Corporation.

Analysis: The lease agreement provides for assignment upon approval of the City. Upon assignment, ALLTELL will be bound by the same responsibilities and duties as Cingular.

Financial Considerations: The City revenues from the lease remain unchanged.

Legal Considerations: The Law Department has approved the assignment request as to form.

Recommendation/Action: It is recommended that the City Council; Approve the assignment request and authorize all necessary signatures.

### **Agenda Item No. 14**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0517

TO: Mayor and City Council Members

SUBJECT: Park Entrance Signage (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the vendor and expenditure.

Background: The current standard sign design has been in use for many years and has become outdated. In an effort to improve the appearance and identity of the City's Park system, staff is recommending that park entrance signage be updated and redesigned. A new park system logo



has also been recommended by staff to enhance the awareness of the City's park system. It is the intent of the Park Department to create a new look and identity for Wichita parks that is aesthetically pleasing, durable, and easy to maintain.

On December 21, 2005, City Council approved expenditures for the 2005 Park Capital Improvement Plan for Parking Lots, Signage and Entry Drives (All Districts) in the amount of \$400,000. As part of that approval, funding was provided for the development of design and construction documents for new signage in the City's Park system.

A Request for Proposal (RFP) was developed to select a vendor to design and develop sign prototypes which would be appropriately scaled for the size of the park, whether it be a regional, community, or neighborhood park. Vendors were asked to propose on this project, based on their knowledge and background, as specified in the RFP.

Analysis: On March 23, 2005, the City received proposals from four companies interested in providing design services for park signage. The companies which submitted proposals were Shelden Architecture, Baughman Company, McCluggage Van Sickle and Perry w/Gardner Design, and Guidance Group, Inc. On April 20, 2005, the Staff Screening and Selection Committee selected McCluggage Van Sickle and Perry (MVP) with Gardner Design and the Guidance Group to participate in the interview process. On May 3, 2005, MVP and Gardner Design was selected, based on previous design experience with similar projects, understanding of project requirements, and the ability to execute the projects in a timely manner.

Financial Considerations: Funding for these projects is provided through the 2005 Park Capital Improvement Program for Parking Lots, Signage and Entry Drives. The total fee for design services is \$28,500.

Legal Considerations: The Law Department will review and approve the purchase contract as to form.

Recommendation/Action: It is recommended that the City Council a) approve the recommendation of the Selection Committee to obtain professional design services from the firms of McCluggage Van Sickle and Perry and Gardner Design; b) approve the purchase contract; and c) authorize the necessary signatures.

### Agenda Item No. 15

CITY OF WICHITA  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0518

TO: Mayor and City Council Members

SUBJECT: Approval of Restrictive Covenant (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the restrictive covenant.

Background: The City of Wichita requested approval from the Kansas Department of Health and Environment (KDHE) to utilize a city-owned borrow pit located near K-96 and Grove for the disposal of limbs and tree debris associated with the January 4, 2005 ice storm. This site has been used for the disposal of street maintenance materials but was not permitted for other types of waste such as wood waste. This site was chosen as it provided a convenient and efficient disposal site for the east side of Wichita. KDHE approved the site as an emergency wood disposal site, and issued an Authorization for Disposal of Solid Waste Without a Permit for the limb disposal. As a condition for the authorization, KDHE required that a restrictive covenant be filed with the Register of Deeds after the placement of limbs was concluded and the site was closed. Disposal of limbs at the site was concluded on March 14, 2005, and the site was closed and covered in accordance with KDHE requirements.

Analysis: The Restrictive Covenant requires the Owner (City) to protect the integrity of the environment, and protect any required markers and monitoring systems on the site. The Covenant also requires the Owner (City) to consult with KDHE in the planning of any improvements to the site, and obtain their approval before commencing improvements, excavations, or permanent structures on the site, and grants an easement to KDHE over the site to review closure activities, perform any needed monitoring, or sample or repair any waste containment system or environmental monitoring stations. The conditions, restrictions, and/or covenants related to the site run with the land, and can be extinguished only by written agreement between the Owner (City) and KDHE. The proposed future use of the site, once its use as a clean rubble fill is concluded, is for Park Open Space. No permanent structures are anticipated

Financial Considerations: There is no cost associated with this action.

Legal Considerations: The Law Department has approved the covenant as to form.

Recommendation/Action: It is recommended that the City Council approve the restrictive covenant and authorize necessary signatures.

### **Agenda Item No. 16**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0519

TO: Mayor and City Council

SUBJECT: Sewer Line Replacement (District I)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the sewer line replacement for 427 N. Hillside.

Background: During the first week of May, information was received that a developer had plans on file with the Office of Central Inspection to redevelop the site at 427 N. Hillside for construction of a Taco Bueno restaurant and demolish the existing buildings.

The length of the site runs from Hillside on the east, to Lorraine on the west. The City has a sanitary sewer main that runs through the center of the proposed site from the north to south. A portion of the existing sanitary sewer main needs to be replaced, and a manhole needs to be relocated on the sewer line for adequate maintenance access.

Analysis: Taco Bueno is planning to begin construction the second week of June. The formal bid process to reconstruct the sewer line would push beginning construction of Taco Bueno to the second week of August. To help expedite the sewer reconstruction, the Law Department approved proceeding by getting informal bids.

Financial Considerations: Staff contacted eight (8) local contractors for informal bids and WB Carter submitted the low bid of \$9,966. The project will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that City Council approve the project.

### **Agenda Item No. 17**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0520

TO: Mayor and City Council

SUBJECT: Sewer Line Replacement (District VI)

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the project to upsize a sewer line.

Background: Staff has identified a need to upsize a portion of the sanitary sewer line located in 10th Street North, west of Sheridan. Identification was made through television inspection of the sewer pipe and by flow testing evaluations.

Analysis: The Water & Sewer Department has rehabilitated and/or reconstructed sanitary sewers with methods that include open cut excavation, cast-in-place liners and pipe reaming methods. In the area of 10th & Sheridan, the sewer pipes were lined with cured-in-place liner years ago, but now they need to be upsized to accommodate increasing demands to the sewer system.

The ability to use pipe reaming in this area would help keep replacement costs down and would also minimize disruption to area residents, since the sewer line runs under numerous driveways. Using the pipe reaming method in combination with cured-in-place liner has not been tested, and this presents an opportunity to further test the technology and assist the City in future sewer line replacements.

Nowak Construction is the only local contractor that performs the pipe reaming method. Staff contacted Nowak Construction and received a proposal to replace 232 feet of sewer line to perform the test. This section can be open cut, so the pipe replacement may be completed by regular methods should the reaming demonstration fail for any reason. Inspection of the project will be coordinated with Public Works Engineering.

Financial Considerations: Total cost for the sewer replacement is \$21,320. Funds are available in CIP S-4, Reconstruction of Old Sanitary Sewers. The project will be funded from future revenue bonds and/or Sewer Utility cash reserves.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that City Council approve the project and authorize Staff to proceed.

### **Agenda Item No. 18**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0521

TO: Mayor and City Council

SUBJECT: Transfer of CIP Funds

INITIATED BY: Water & Sewer Department

AGENDA: Consent

Recommendation: Approve the transfer of funds.

Background: Each year, the City Council authorizes Water & Sewer Department Capital Improvement Program expenditures for the following Capital Improvement Programs:

Reconstruction of Old Sanitary Sewers (S-4)  
Sewer Mains for Future Development (S-5)  
Water Distribution Mains for Future development (W-65)  
Water Distribution Main Replacement (W-67)

Subprojects are defined and identified as necessary, or as development is taking place. The cost for the subproject is estimated and a budget is set up using funds from the appropriate CIP. As subprojects are completed, the remaining budget is transferred to the main project, available to be used for other subprojects initiated during the same year. Since all projects cannot be completed in one fiscal year, not all of the appropriated funds can be spent in the year for which they were approved.

Analysis: Staff requests authorization to transfer remaining 2004 funds to the current year's budget and to amend the bond resolutions for the current year. This will clarify spending and bonding authority for projects not completed in one fiscal year, and for funds remaining when subprojects are completed during a subsequent fiscal year. This process avoids the need to overbudget for projects to cover the estimated, rather than the actual costs.

Financial Considerations: The following amounts were not used in 2004 and are needed in 2005. Transferring the funds will not increase CIP expenditures.

·	S-4	\$510,200
·	S-5	-0-
·	W-65	\$3.857 million
·	W-67	-0-

Legal Considerations: City Council approval is required to transfer CIP budget authority.

Recommendations/Actions: It is recommended that City Council: 1) approve the transfer of funds; 2) amend the CIP; 3) adopt the amended Resolutions; and 4) authorize the necessary signatures.

## **Agenda Item 19**

CITY OF WICHITA  
City Council Meeting

June 7, 2005

Agenda Report No. 05-0522

TO: Mayor and City Council Members  
SUBJECT: Payment for Settlement of Lawsuit  
INITIATED BY: Law Department  
AGENDA: Consent

Recommendation: Authorize payment of \$17,500.00 as a full settlement of this lawsuit.

Background: In October of 2002, a bus and car accident occurred, causing plaintiff physical injury. The bus driver was terminated for this accident.

Analysis: After litigating this action through discovery, evaluating the extent of the claimed damages, and considering the risks of trial, the City determined that a resolution of this matter is appropriate. After pre-trial negotiation, the City has been offered an opportunity to resolve the claim with a lump sum payment as full settlement of all claims arising out of this incident. Because of the risks associated with litigation, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement is from the transit operating fund.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: Authorize payment of \$17,500.00 as a full settlement of the lawsuit.

### **Agenda Item No. 20**

CITY OF WICHITA  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0523

TO: Mayor and City Council Members  
SUBJECT: Payment for Settlement of Lawsuit  
INITIATED BY: Law Department  
AGENDA: Consent

Recommendation: Authorize payment of \$49,00.00 as a full settlement of this lawsuit, plus \$1,000.00 as the shared expense of a mediator.

Background: In September of 2000, a bus and car accident occurred, causing plaintiff physical injury. The facts of the occurrence and the ultimate significance of the injuries were contested.

Analysis: This matter was litigated through discovery, when the court ordered the parties to engage in mediation. After analysis and negotiation, through the use of and with the benefit of the independent evaluation of a mediator, the City mediation team reached an agreement with the opposing party as to the contingent value of the case, and recommends acceptance of the terms agreed upon which the parties.

Financial Considerations: Funding for this settlement is from the transit operating fund.

Legal Considerations: The Law Department recommends acceptance of the mediated resolution.

Recommendations/Actions: Ratify the mediation agreement, and authorize payment of \$49,000.00 as a full settlement of the lawsuit, with an additional \$1,000.00 as one half of the mediation expenses.

## **Agenda Item No. 21**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0524

TO: Mayor and City Council Members

SUBJECT: Central Maintenance Facility (CMF) Expansion (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Project.

Background: The Central Maintenance Facility (CMF), located at 1801 S. McLean Blvd., includes buildings housing the shops and offices for Fleet Maintenance, Central Stores, Water and Sewer Operations, Storm Water, Flood Control, Park Arborist, Street Maintenance, Street Cleaning, Traffic Maintenance and Field Engineering for the Engineering Division of Public Works. The entire facility is overcrowded, with significant shortages in both interior space and exterior space. At the present time, the shortage of office space in the building occupied by the various Public Works field maintenance operations and by Field Engineering is critical. Lack of space is limiting their productivity.

Funds were included in the 2004 CIP for CMF Expansion, but this was based on a concept of expansion through land acquisition. Environmental issues and land availability issues became such that the funds were not initiated and that concept was not pursued. The current concern is how to provide adequate office facilities within the existing site limitations.

Analysis: In 1995 a Maintenance Master Plan was completed for the CMF. However, operations have changed since the study was conducted and some operations have been relocated to other City maintenance facilities. The original Master Plan needs to be revisited to study the feasibility of expanding the campus and/or relocating some operations into other City-owned facilities.

The first phase of this project will be a Concept Study and Preliminary Design for an amount not to exceed \$35,000.00. Once the concept study is completed and viable options are determined, staff will have the information necessary to develop recommendations for Council's consideration. Then with Council approval, a final design can be developed and implemented.

Financial Considerations: The proposed 2005-2014 Capital Improvement Program (CIP), which has not yet been approved, includes \$150,000 for CMF Expansion design in 2005 (PB-350404) (Project No. 435405, OCA 792455) and \$1.250 million for construction in 2006 - 2007 for a total of \$2.650 million. Only authorization for \$35,000 is being requested at this time.

Legal Considerations: The Law Department has approved the Resolution as to Form.

Recommendation/Action: It is recommended that the City Council approve the project, adopt the Resolution, authorize Staff to select a consultant and authorize the necessary signatures.

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First Published in the Wichita Eagle on

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FINDING IT NECESSARY TO CONDUCT A DESIGN STUDY OF THE POSSIBLE CONSOLIDATION OF FIELD OPERATIONS OF PUBLIC WORKS, PARKS AND WATER AND SEWER DEPARTMENT AT THE CITY'S EXISTING CENTRAL MAINTENANCE FACILITY AT 1801 S. MCLEAN BOULEVARD; AND AUTHORIZING THE ISSUANCE OF BONDS OF THE CITY OF WICHITA, KANSAS, TO PAY ALL OR A PORTION OF THE COST THEREOF.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1: That the City of Wichita finds it necessary to make certain public improvements as follows:



Conduct a design study of the Central Maintenance Facility at 1801 S. McLean Boulevard

to consider the possibility of combining the field operations of the Public Works, Park and Recreation and Water and Sewer Departments at that location.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds of the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost of said improvements is estimated not to exceed \$150,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 13-1024c and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED At Wichita, Kansas, this \_\_\_\_\_

\_\_\_\_\_  
Carlos Mayans, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf,  
Director of Law

### **Agenda Item No. 22**

City of Wichita  
City Council Meeting  
June 7, 2005  
Agenda Report No. 05-0525

TO: Mayor and City Council

SUBJECT: Redemption of Recreational Facilities Revenue Bonds (YMCA)  
(Districts I & IV)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Adopt the Resolution authorizing the call for redemption.

Background: On August 11, 1998 the City Council approved the issuance of Recreational Facilities Revenue Bonds in an amount not-to-exceed \$9 million to finance facilities for the benefit of the Wichita YMCA. The bond proceeds were used to construct and equip a new YMCA South Branch facility and renovate Camp Hyde. The YMCA is requesting City Council to approve an early call of a portion of the bonds.

Analysis: Section 302 of the Bond Indenture provides that the Issuer may elect to redeem Bonds subject to optional redemption upon receipt of a written request of the Tenant. The Issuer shall at least 45 days prior to the redemption date give written notice to the Trustee directing the Trustee to call the Bonds. The City received notice from the Tenant of a request to call a portion of the bonds and of the company's intention to redeem \$1,000,000 on August 1, 2005.

Financial Considerations: There is no financial impact to the City resulting from the proposed redemption. The Letter of Credit reimbursement agreement with Bank of America will be the direct source of funds for the redemption. The City will continue to receive its annual administrative service fee as provided for under the Bond Documents.

Legal Considerations: The City Attorney's Office has prepared and approved the Resolution as to form.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution authorizing an early redemption of a portion of the Series 1998 Bonds.

### **Agenda Item No. 23**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 0526

TO: Mayor and City Council

SUBJECT: Purchase Option (RC Enterprises) (Districts VI)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the Special Warranty Deed and Termination of Lease Agreement.

Background: On November 20, 1990, City Council approved issuance of \$755,000 in Industrial Refunding Revenue Bonds, Series VI, 1990, for RC Enterprises. The Bonds were issued for the purpose of refunding certain of the City's outstanding Industrial Revenue Bonds issued to pay the cost of acquiring, purchasing, constructing, reconstructing, remodeling, and equipping certain buildings, and improvement located at 125-129 North Emporia.

Analysis: Under the provisions of Sections 17.1 and 17.2 of the Lease Agreement for Series VI, 1990 Bonds, RC Enterprises, the Tenant, has the option if all outstanding bonds and Trustee Fees have been paid to purchase the facility from the City of Wichita for the sum of \$100. The City of Wichita, on May 23, 2005, received notice from the Trustee that all bonds were paid, and that RC Enterprises desires to take reconveyance. The City will deliver the instruments needed to deed the bond-financed property back to RC Enterprises and terminate the IRB Lease.

Financial Considerations: The purchase price is \$100 and other considerations as listed under the provision of the Lease Agreement including all payments necessary to redeem and retire all outstanding bonds. This price includes without limitations, the payment of all outstanding principal, interest, and all other expenses of redemption, and trustee fees, after the deduction of any amounts provided for in the Lease Agreement and available for such redemption.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by special warranty deed, once all the conditions established in the Lease have been met. The City Attorney's Office has approved the form of the attached Resolution, Special Warranty Deed, and Termination of Lease Agreement (each in substantially the form attached to the Resolution, with possible corrections in the legal description).

Recommendations/Actions: It is recommended that City Council adopt the Resolution approving the Special Warranty Deed and Termination of Lease Agreement and authorize the Mayor to sign, with delivery contingent upon satisfaction of all conditions for reconveyance under the Lease Agreement.

### **Agenda Item No. 25**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0527

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer Main to serve an area generally located south of Harry, west of 127th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 2 of 68 (2.94%) resident owners and 66.95% of the improvement district area. District II Advisory Board sponsored a May 2, 2005, neighborhood hearing on the project. The Board voted 8-0 to recommend approval of the project.

Analysis: The project will construct a sanitary sewer main for a developed residential area and areas that are in the process of being platted for new development. Access to the sewer main will allow the extension of lateral sewer lines in the future to serve individual homes.

Financial Considerations: The estimated project cost is \$537,000, with \$268,500 assessed to the improvement district and \$268,500 paid by the Sewer Utility. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.03 per square foot of ownership.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 26**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0528

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Sanitary Sewer Lateral System to serve an area generally located south of Harry, west of 127th St. East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 39 of 62 (62.9%) resident owners and 45.36% of the improvement district area.

Analysis: The project will construct a sanitary sewer lateral system for a developed residential area that is currently served by private septic tank systems.

Financial Considerations: The estimated project cost is \$308,000, with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.10 per square foot of ownership.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 27**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0529

TO: Mayor and City Council Members

SUBJECT: Petition to construct a Water Distribution System to serve an area generally bounded by MacArthur, Sabin, 37th Street South and west of Baehr (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the Petition.

Background: The signatures on the Petition represent 20 of 39 (51.28%) resident owners and 55.74% of the improvement district area. District IV Advisory Board sponsored a May 4, 2005,

neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

Analysis: The project will provide water service to a developed residential area.

Financial Considerations: The estimated project cost is \$145,000, with \$129,050 assessed to the improvement district and \$15,950 paid by the Water Utility. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.185 per square foot of property. The Utility share is for the cost of eliminating dead end mains.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Actions: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 28**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0530

TO: Mayor and City Council Members

SUBJECT: Petition to pave 30th St. South, from Custer to St. Paul (District IV)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The signatures on the Petition represent 29 of 45 (64.44%) resident owners and 58.72% of the improvement district area. District IV Advisory Board sponsored a May 4, 2005, neighborhood hearing on the project. The Board voted 10-0 to recommend approval of the project.

Analysis: The project will provide paved access to a developed residential area.

Financial Considerations: The estimated project cost is \$80,000, with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.30 per square foot of property.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 29**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0531

TO: Mayor and City Council Members

SUBJECT: Petition to pave the East-West Alley between Woodlawn and Mission,  
South of Harry (District III)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Approve the Petition.

Background: The Petition has been signed by one non-resident owner of 79.9% of the improvement district area. There are two other property owners in the improvement district. District III Advisory Board sponsored a May 4, 2005, neighborhood hearing on the project. The Board voted 7-0 to recommend approval of the project.

Analysis: The project will provide paved alley access to a nursing home parking lot and two residential properties.

Financial Considerations: The estimated project cost is \$55,000, with the total assessed to the improvement district. The method of assessment is the square foot basis. The estimated assessment to individual properties is \$00.56 per square foot of ownership.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition and adopt the Resolution.

### **Agenda Item No. 30**

City of Wichita

City Council Meeting  
June 7, 2005

Agenda Report No. 05-0532

TO: Mayor and City Council

SUBJECT: Public Safety AVL

INITIATED BY: City of Wichita, IT/IS Department

AGENDA: New Business

**Recommendation:** Approve Supplemental Agreement FY02 ITS Deployment Program, selection of vendors for vehicle laptop mounts, and purchase of equipment to facilitate the AVL project for regional Public Safety vehicles.

**Background:** In January of 2002, the City of Wichita Council approved a Memorandum of Understanding (MOU) with Sedgwick County and Kansas Department of Transportation (KDOT) for the participation of the City of Wichita in Intelligent Transportation Systems (ITS) for the Wichita-Sedgwick County Area. This agreement identified \$6,250,000 (comprised of \$3,750,000 from KDOT, and \$1,250,000 each from Sedgwick County and the City of Wichita) for ITS projects. A Supplemental Agreement was approved in September of 2004 to share an additional \$5,742,782 of federal funds for ITS in this region, resulting in a grand total of \$11,992,782 for ITS projects.

**Analysis:** One of the projects envisioned by ITS for this region is Automated Vehicle Location (AVL) for Public Safety vehicles that would be integrated with the 911 dispatch capability. AVL will enable the tracking of the location of public safety vehicles, improving the dispatch and coordination of emergency response resources across the region. For the City of Wichita, this means all Police and Fire vehicles will be equipped with AVL.

Studies were conducted by the regional ITS partners to determine what was required to implement AVL for this purpose. As a result, required components were identified and agreed upon by all parties. Key components included: 1) an upgrade to the existing 911 emergency communications infrastructure; 2) software for use with the Computer Aided Dispatch (CAD) 911 system; 3) antennae/radio modems and GPS units for vehicles; and 4) laptops and mounts to secure them in the vehicles. The total cost of the project is projected to be \$2,418,232. A Supplemental Agreement between the City of Wichita, Sedgwick County and KDOT to proceed with this project is presented for Council approval at this time.

Also part of this project was the selection of mounts to secure laptops within vehicles. An RFP was issued for this purpose, and a selection committee consisting of members of City of Wichita Fire, Police, Public Works Fleet Services, OCI, Water & Sewer, IT/IS and Purchasing as well as representatives from Sedgwick County reviewed the responses. First Mobile Technologies was selected to provide the mounts for Fire vehicles, and Precision Mount Technologies for Police vehicles. The total estimated cost of these contracts are \$69,100 and \$200,160, respectively.



These agreements will also include installation services. Although the initial purchase is for Police and Fire vehicles only, the contract will create a contract through which future purchases of mounts for other City of Wichita vehicles should the need arise.

Financial Considerations: Total cost of the project is \$2,418,232. In 2002, under Section 5208, FHWA allocated \$992,782, from the Intelligent Transportation Systems (ITS) Integration Program for the State of Kansas, specifically the Wichita-Sedgwick County region. This funding was identified and approved in a City Council Meeting on September 14, 2004. The funding was designated to establish a program, entitled the “City of Wichita-Sedgwick County Region Automatic Vehicle Location (AVL) Mobile Data Computer (MDC) Integration Project”. This FHWA funding requires a 100% local match, which shall be provided as follows: 1) KDOT will provide total not to exceed \$855,270; 2) Sedgwick County 911 funds will provide up to a total of \$500,000; 3) after Sedgwick County has depleted its funding, the City shall then provide the remainder, with a project total not to exceed \$70,180.

Legal Consideration: A Supplemental Agreement detailing the expenditures for this project has been reviewed by the Legal departments of KDOT, Sedgwick County, and the City of Wichita.

The contracts for the mounts will be reviewed by City of Wichita Legal Department.

Recommendations/Actions: It is recommended that the City Council approve the Supplemental Agreement with KDOT and Sedgwick County, and the contracts with First Mobile Technologies and Precision Mount Technologies, authorizing the necessary fund transfers and signatures.

### **Agenda Item No. 31**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0533

TO: Mayor and City Council

SUBJECT: Amendments to Position Classification Ordinance

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amendments to the ordinance

Background: Throughout the year, Human Resources identifies routine “housekeeping” corrections and changes needed to keep this ordinance up-to-date and to implement Council and management decisions that have been made since the last ordinance.

## Analysis:

The proposed amendments are itemized below.

### Titles deleted:

Energy Supervisor – not in use since 2000; program no longer in existence

Historic Museum Manager – not in use since 2003

Maintenance Laborer – not in use for many years

Turf Management Specialist – not in use for several years

Replacement titles – These result from job description revisions, and revising titles to update, correct and/or reflect revised duties.

Proposed Title	Current Title	Comment
Airport Operations Coordinator the	Administrative Assistant	New title to better describe unique job; Administrative Assistant title not deleted
Bus Utility Worker	Bus Porter	Replace dated title
City Hall Express Manager describe the Analyst not	Budget Analyst	New title to better unique job; Budget deleted.
Fire & Medical Rescue Coordinator consistent with Rescue	Coordinator of Fire & Medical other “coordinator” titles	Revise title to be
Park & Recreation Manager – Watson revised Park	Watson Park Manager	Title change to reflect duties
Photo Technician	Photo Technician I and II Only II has been used for several years. Photo Technician will be at the II level – 617	
Sales & Public Relations Coordinator describe	Program Development	New title to better
PDC	Coordinator	unique job at Century II; title not deleted

### New positions:

Assistant Director of Housing and Community Development – management range 005

Approved for 2005 budget in place of a different position

City Hall Security Officer – non-exempt range 621

City Hall Security Screener – non-exempt range 615

City Hall Security Supervisor – exempt range 117

Security program approved for 2006 budget

Contract Compliance Officer – exempt range 118

Approved by Council on May 10, 2005

Irrigation System Supervisor – non-exempt range 623

Approved in 2005 budget  
Patron Services Assistant (Century II ticketing)– exempt range 120  
Patron Services Manager (Century II ticketing) – exempt range 117  
Ticketing program approved for 2005 budget

#### Corrections

Bacteriologist – change range from 119 to 117 to correct error in December, 2004, ordinance.  
Water Quality Program Supervisor – change range from 116 to 115 to correct error in December, 2004, ordinance.

Financial Considerations: These amendments are either no-cost corrections and changes, or have already been approved for the 2005 or 2006 budget with only the related titles being authorized by this ordinance. There are no pay changes because of these amendments.

Legal Considerations: The Department of Law has reviewed the amended ordinance and approved as to form.

Recommendations/Actions: Adopt the amendments to the Position Classification Ordinance.

### **Agenda Item No. 31a**

City of Wichita  
City Council Meeting  
June 7, 2005

Agenda Report No. 05-0544

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the first reading of the proposed ordinances.

Background: The City has used an established practice to assist citizens who request use of public property for a "special event." The process includes an application and review process for event activities and site that provides direction for public health and public safety, and compliance with city codes and state regulations.

Currently, the application and review process used is dependent upon the public property requested for use, as follows: Applications are submitted to the City Manager's Office for

general public property, to the Parks & Recreation Department for park property, and to City Arts for Old Town Plaza.

The approval process has been effective but continues to present challenges for both applicant and staff due to a variety of issues associated with frequency, uniqueness and time constraints of requests. An interdepartmental committee meets regularly to review each event application for issues of concern related to public health and safety while maintaining consistency in approvals and compliance. Throughout the review process, the committee works with the applicant to resolve issues and identify options as needed.

Analysis: A new ordinance for Community Events is proposed to simplify the application process for citizens. In addition to creating one point for submitting applications, it will also directly address issues of code compliance, safety, and consideration of residents with respect to property access, noise, and lighting for surrounding neighborhoods.

As directed by City Council on March 1, 2005, staff presented the proposed ordinance to all District Advisory Boards (DABs) in April. Comments and suggestions from DABs have been implemented in the proposed ordinances and amendments (attached), where feasible.

Legal Considerations: In addition to the creation of the proposed new ordinance for Community Events, the following revisions to existing city codes are recommended:

1. Noise: Creation of Sections 7.41.030, 7.41.042, 7.41.043 and 7.41.045
  - Created to address sound associated with event, typically amplified music, to apply same noise levels limits to parks as currently used for commercial zoning, and to provide an appeal process
2. Conduct in the Park: Creation of Sections 9.04.030, 9.04.040, 9.04.080 and 9.04.180, 9.04.190 and repeal of the originals 9.04.030, 9.04.040, 9.04.070, 9.04.080 and 9.04.190.
  - Created and amended sections associated with approval of community events, parades, and sound and disturbing conduct
3. Obstructing Streets and Sidewalks: Amendments to Sections 10.04.130
  - Amended to allow obstructions associated with approved community event

The ordinances have been drafted by the Law Department and are approved as to form.

Financial Considerations: No fee is currently associated with a community event. The proposed fee schedule included in the proposed ordinance, 3.10, and is based on time of application submittal. Approximately \$8,000 revenue would be generated based on an average fee of \$100.00 for the typical number of 80 annual total applications to the city.

Recommendation/Actions: It is recommended that the City Council approves the first reading of the ordinances.